

POWDER RIVER COUNTY

PO Box 200
Broadus, Montana 59317

Resolution 2022-6

Resolution to Create Rental Agreements for County Facilities

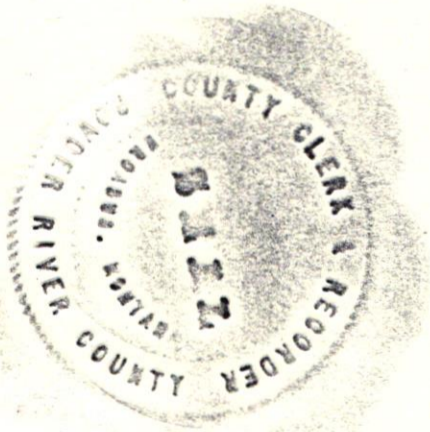
WHEREAS, on January 24, 2022, the Board of County Commissioners of Powder River County held a public hearing to hear public comment on the change and update of the rental agreements and fees for the use of county facilities, and;

WHEREAS, the Board of County Commissioners will sign a resolution to change the rental agreements and fee schedule for the following county facilities, Community Center, MP Building, Indoor Arena and Outdoor Arena, and;

NOW THEREFORE IT BE RESOLVED, the Board of County Commissioners hereby declare the following EXHIBIT A as the county rental agreement for county facilities,

Exhibit A – Attached

Dated at Broadus, Montana, this 7th day of February, 2022



Attest: Cynde Jo Gatlin
Cynde Jo Gatlin, Clerk & Recorder

Powder River County
Board of County Commissioners

Lee Randall
Lee Randall, Chairman

Donna Giacometto
Donna Giacometto, Board Member

John Olson
John Olson, Board Member

POWDER RIVER COUNTY

EXHIBIT

Facilities Rental Agreement

Paid: cash _____ check _____

Liability Insurance _____

Hold Harmless _____

Review this Agreement thoroughly before signing it. Failure on your part to comply with all rules, regulations, and policies set forth in the Agreement may result in immediate termination by Powder River County of the Agreement before or during your event, assessment of fees, and forfeiture of fees already paid. This Agreement is between the renter identified below ("Renter") and Powder River County. The rules and regulations attached hereto as Attachment A and Attachment B are incorporated into and made part of this Agreement.

Renter name: _____

Renter address: _____

Renter phone: _____

Event Date: _____

Description of Event: _____

- | | | | |
|---|---|---|--|
| <input type="checkbox"/> Community Center | <input type="checkbox"/> Multipurpose Building | <input type="checkbox"/> Indoor Arena | <input type="checkbox"/> Outdoor Arena |
| <input type="checkbox"/> Profit event: \$75/day | <input type="checkbox"/> Profit event: \$60/day | <input type="checkbox"/> Profit event: \$100/day | <input type="checkbox"/> Profit event: \$100/day |
| <input type="checkbox"/> Non-Profit: \$45/day | <input type="checkbox"/> Non-Profit: \$35/day | <input type="checkbox"/> Non-profit: \$75/day
or \$15/hour | <input type="checkbox"/> Non-profit: No charge |
| <input type="checkbox"/> Rental of county tractor and/or groundhog for working indoor/outdoor arena: \$25 | | | |

***All youth events and funeral associated functions have no charge.**

- | | |
|---|--|
| <input type="checkbox"/> Rental of community center tables
\$10/ table/ 72 hours
Damage/Replacement Cost: \$100 per table | <input type="checkbox"/> Rental of community center chairs
\$10/ 25 chairs/ 72 hours
Damage/Replacement Cost: \$25 per chair |
|---|--|

***Arrangements must be made with the county for check in/check out of tables and chairs.**

- | | |
|---|---|
| <input type="checkbox"/> Use of Concession Stands
\$25/day | <input type="checkbox"/> Use of 220V electrical outlets (vendor booths)
\$25/day/space |
|---|---|

***There is a separate form to fill out for use of electrical outlets**

Applicable fees must be submitted to the Clerk & Recorder's office **before** a key code to the building will be issued.

For weekend events, arrangements must be made by 5:00pm on the prior Friday.

FOOD:

If the event you are holding will have food vendors, and you are not the vendor, the vendors need to contact the Clerk & Recorder to fill out the appropriate paperwork and pay applicable fees, or you will be held liable and assessed the fees.

ALCOHOL:

If alcohol is sold or paid, the event must provide \$1,000,000.00/occurrence including liquor liability coverage. If alcohol is consumed, permittee shall further take all reasonable measures to ensure that minors are not being served nor consuming intoxicating beverages on the premises, and that no other problems occur as a result of the alcoholic beverages being served.

Permittee shall attach proof of liability insurance in the amount of not less than \$1,000,000.00/occurrence for the event for which the county facilities are being used. If alcohol is being served or consumed during the event the liability coverage needs to include a liquor clause. In the event the community, civic organization, or business enterprise leases the premises and needs to take out a separate liability policy for their specific event, they shall name the county as additional insured under said policy

COUNTY TRACTOR/GROUNDHOG:

If the county tractor and/or groundhog will be used by renter to work either arena, renter agrees that they are, or will hire someone who is, capable and competent to run the machinery. If renter will not be running machinery himself, names of who will run machinery must be provided to the county. Renter will be held liable for any and all damages caused to machinery and/or county facilities during rental period. Powder River County will be responsible for regular equipment maintenance. Should there be any issues or damage to equipment noticed by renter prior to use, renter must report these issues to the county before use of equipment, or renter will be held liable for said damages.

Powder River County will complete a check of the facility before and after use. Should the facility not meet the standards required by the County, a \$250 damage/cleaning fee will be assessed and future use of county facilities may be suspended.

Renter hereby agrees to assume all risks for loss, damage, liability, injury, cost, or expense that may arise during or be caused in any way, in whole or in part, by Renter's use or occupancy of the Powder River County facilities rented herein and surrounding property.

Furthermore, Renter hereby agrees, at Renter's sole expense, to indemnify, defend and hold Powder River County and/or its officers, employees, and volunteers free and harmless from any loss, claim, liability, damage, cost (including reasonable attorney's fees), and /or injury to persons and property that in any way may be caused in whole or in part, by or occur during Renter's use or occupancy of said properties and/or facilities.

Renter has carefully read this entire Agreement and agrees to abide by all of its terms, including those set forth in Rules and Regulations attached hereto and made part hereof as Attachment A and Attachment B. Renter understands that no terms are binding and no date has been committed until Renter receives a copy of this Agreement signed by Powder River County and Renter has paid applicable fees.

Renter Signature: _____ Date: _____

Facility checked by maintenance:

Before Event: _____ ☐ Satisfactory ☐ Unsatisfactory
Maintenance Signature

After Event: _____ ☐ Satisfactory ☐ Unsatisfactory
Maintenance Signature

Comments _____

Attachment A

Rules and Regulations

Violation of any of these Rules and Regulations may result in Powder River County's cancellation of event, revocation of the Agreement at the discretion of Powder River County, assessment of damage/cleaning fees, and forfeiture of fees paid.

1. Dates are reserved only with the complete rental Agreement signed by "Renter" and Powder River County.
2. All fees are to be paid prior to event. Building keycode will not be issued until fees are paid.
3. Facilities will be checked for damage/cleanliness before and after event. Renter is responsible for applicable cleaning/damage fees.
4. Renter agrees to follow the rules of each facility, laid out in Attachment B of this Agreement. Failure to do so could result in suspension from future use of county facilities and assessment of cleaning/damage fees.
5. Powder River County reserves the right to make any physical changes to the facilities or the grounds. In the event of inclement weather, Powder River County is not responsible for relocating the event, supplying rain shelter, or providing alternative facilities.
6. Powder River County is not responsible for any personal or professional articles or possessions that may be lost or stolen from Renter and/or Renter's guests, participants, or contracted service providers during their use of the facilities and/or grounds.
7. No indecent or illegal conduct is allowed.
8. Renter assumes responsibility for all activities conducted on the premises, including but not limited to supervision and control to prevent injury or damage; maintenance of the premises during use; picking up bottles, debris, and refuse. Powder River County disclaims any liability from, and the Renter agrees not to hold Powder River County liable for, any occurrences arising from the event as described in this Agreement.

I, as a renter, have read and understood this agreement and have accepted responsibility for the terms listed. I accept responsibility for any damages to equipment or to the facility that occurs in association with my use of the facility. I understand that any Facility Supervisor has the right to close the facility during a rental if he or she determines a situation to be unsafe.

Renter

Signature: _____ **Date:** _____

Print Name: _____

Attachment B

Community Center Rules

1. All tables used are to be cleaned, folded, and stored in the same place and manner in which they were found.
2. Clean and fold all chairs and store neatly on chair racks.
3. All floors are to be picked up and swept, including main hall, kitchen, and bathrooms. Brooms can be found in the furnace room between the kitchen and the bathrooms.
4. All garbage bins must be emptied into the dumpster behind the building and a clean garbage bag should be placed back in the bins. Garbage bags can be found in the furnace room as well.
5. All dishes, coffee pots, etc. are to be washed and stored where they were found.
6. Cupboards, counters, and appliances are to be washed and wiped after each use. This includes the stove.
7. Do not leave food in the refrigerator.
8. Turn the thermostat down to 50 degrees.
9. Turn off all lights and fans. (Kitchen, bathrooms, furnace room) & ensure all doors are tightly shut and locked.
10. Do not leave trash anywhere inside or outside the building.
11. If a mess is made, clean it up to the best of your ability.

Multi-Purpose Building Rules

1. All tables used are to be cleaned, folded, and stored in the same place and manner in which they were found.
2. All floors are to be picked up and swept. This includes the main area and the bathrooms.
3. Do not leave trash anywhere inside or outside the building.
4. All garbage bins should be emptied into dumpsters and clean trash bags placed in bins.
5. Turn off all lights and fans.
6. Ensure all doors are tightly shut and locked.
7. Two (2) days after auctions or sales, everything must be removed from the facility. A \$25.00 fee will be assessed on a per day basis for items not removed after two (2) days.

Indoor/Outdoor Arena Rules

1. Users are responsible for making arrangements for working the arena. County tractor/groundhog are available.
2. Use of sawdust or any other material brought in must be pre-approved by the County Commissioners and removed/cleaned up no later than two (2) days after event. A \$25.00 fee will be assessed on a per day basis for materials not removed after two (2) days. If material is not cleaned up after five (5) days, a \$250 fee will be assessed to cover the cost of clean-up.
3. Arena restrooms will be locked. Keys for those who wish to have the facilities available can be picked up at the Clerk & Recorder's office.
4. Two (2) days after auctions or sales, everything must be removed from the facility. A \$25.00 fee will be assessed on a per day basis for items not removed after two (2) days.
5. Leave premises in neat and orderly condition, including garbage pickup. Barrels must be emptied into city dumpsters. Do not leave garbage inside or outside of facility.
6. No unauthorized use of plug-ins at facilities. No motor homes or campers will be allowed to use County electricity.
7. If food vendors will be used at your event, they must contact Clerk & Recorder to fill out appropriate paperwork and pay applicable fees.
8. At the end of your event:
 - Remove any hay, manure, wet or dirty sawdust, etc. Leave the arena clean and ready for the next event.
 - Ensure that all doors are tightly shut and locked and all lights are turned off.

Renter's Initials: _____

**POWDER RIVER COUNTY
FOOD VENDOR CONTRACT**

Name of Business: _____

Address: _____ City: _____ State: _____ Zip: _____

Contact Phone: _____ Email: _____

Total length of unit, including hitch: _____

Type and number of electrical outlets needed: _____ 110V _____ 220V
*Both are subject to availability ☐ 30 Amp ☐ 50 Amp

YOU MUST PROVIDE YOUR CURRENT FOOD VENDOR LICENSE ON SITE

Payment is due at least one day before the date of the event to ensure your booth reservation. Fee is \$25/booth per day.

Return contract with payment, made payable to:

Powder River County
Attn: Clerk & Recorder
PO Box 200
Broadus, MT 59317

For questions, please contact the Powder River County Clerk & Recorder at 436-2361 or cgatlin@prco.mt.gov

Powder River County will not be responsible for fire, theft, accidents, or other hazards.

If protection is desired, exhibitors must obtain coverage at their own expense. Powder River County is strictly released and discharged from any and all liability for loss, including personal injury and damage to property that may be sustained.

Rules

1. Powder River County reserves the right to refuse any application for exhibit space.
2. Vendors who serve during events held in the arena are expected to assist with litter clean up following the event. (i.e., Rodeo)
3. Exhibitors CANNOT sublet their contracted space without direct permission from Powder River County
4. No support vehicles are allowed in the contracted space.
5. Booth Rules: Exhibitors must provide their own tables/chairs, signs/banners, and decorate and/or fix booths at their own expense. Exhibitors must provide their own extension cords, and they MUST meet safety requirements. Exhibits must be kept within the boundaries established.

I, the undersigned, do attest that I have read the Powder River County Food Vendor Contract information and rules.

Signature

Date

HOLD HARMLESS AGREEMENT

_____, its offices, employees and members shall, though the signing of the Agreement by an authorized party or agent, indemnify, hold harmless and defend the County of Powder River, and it's agents and employees from all suits and action, including reasonable attorneys' fees and all costs of litigation and judgment of every name and description against the County as a result of loss, damage or injury to person or property by reason of any action or omission by

_____, it's agents or employees, for the following activities:

Signed this _____ day of _____, 2022.

Printed Name

Signature



Montana Association of Counties
Property & Casualty Trust

SPECIAL EVENTS INSURANCE REQUIREMENT GUIDELINES

Developed By:
The Facility Users Guidelines Working Group
Created 2006, Updated 2016

MACo PCT
SPECIAL EVENTS INSURANCE REQUIREMENT GUIDELINES

SECTION I: DEFINITIONS

- A. County Sponsored Event- Events that the county and/or Fair Board organizes, promotes, advertises, pays expenses and collects the majority of receipts. The event must be listed annually on the PCT Renewal Application. Any event not listed during the course of the policy year, must be reported to the local agent and then to PCT prior to the event.
- B. Non-County Sponsored Event or "User" Event- Events organized, promoted and paid for by profit or non-profit groups, organizations or individuals other than the county or Fair Board and who rent or use county facilities by agreement.
- C. User Group- A profit or non-profit organization, group, or individual, who by agreement, leases and/or uses county owned facilities for various events or reasons.
- D. Facility- Any building or complex of buildings and parks that are owned and insured by the county or which the county has an insurable interest.
- E. Exposure Class- Events or groups that are classified users of county facilities by degree of risk or exposure with specific recommended requirements or guidelines. These classes are ranked as High, Medium, and Low.
- F. Volunteer- An organization or individual that provides service or support to the county without any pay or compensation.

SECTION II: INSURANCE REQUIREMENTS BY EXPOSURE CLASS

A. High Exposure

- 1. Events should require a signed agreement that includes:
 - i. At least \$1,000,000/occurrence liability limit and proof of liability insurance,
 - ii. Have the county added as an additional named insured, and
 - iii. Have a signed "Hold Harmless Agreement" (as part of the User Agreement- See Section V and VI.)
 - iv. If liquor is used or allowed, liquor liability coverage must be obtained.
- 2. Examples of High Exposure functions:

-Arcades	-Parades
-Carnivals	-Pop/Rock Concerts
-Circuses (Animal Acts)	-Rodeos
-Concerts (with > 1,000 people)	-Picnics (w/ pool or lake activities)
-Conventions	-Public Event with Security Concerns
-Dances (with >1,000 people)	-Races (Animal, Truck, etc.)
-Fireworks	-Rallies (Truck, Pulls, Mud, Political)
-Go-Karts	-Religious Assemblies (Ex. Evangelistic Meetings)
-Gun Shows	-Shooting Competitions
-Logging/Lumber Shows	-Sporting Events

****If liquor is used or allowed at any event or for any organization using the Insured's facility, the event is automatically classified as a high exposure event.**

B. Medium Exposure

1. Events should require a signed agreement that includes:
 - i. At least \$500,000/occurrence liability limit and proof of liability insurance, and
 - ii. Have a signed "Hold Harmless Agreement".
2. Examples of Medium Exposure functions:

-Charity/ Show Carnivals (No Rides)	-Horse Shows
-Concerts (with < 1,000 people)	-Proms
-Dances (with <1,000 people)	-Reunions (Ex. Family, Class)
-Debuts (Ex. Debutante Balls)	-School Band/ Drill Team Competition
-Festivals	-Wedding Receptions (No alcohol)

C. Low Exposure

1. Events should require a signed agreement that includes:
 - i. At least \$500,000/occurrence liability limit and proof of liability insurance; or
 - ii. In lieu of proof of liability, a signed "Hold Harmless Agreement" as part of the agreement.
2. Examples of Low Exposure functions:

-Animal/Livestock Shows	-Educational Exhibits	-Picnics (with no water activities)
-Auctions	-Flea Markets	-Rummage Sales
-Award Presentations	-Graduation	-Scouting Jamborees
-Banquets/ Luncheons	-Job Fairs	-Seminars
-Bazaars	-Meetings	-Social Gatherings
-Bingo Games	-Musicals (Plays)	-Speaking Engagements
-Craft Shows	-Pageants	-Swap Meets
-Dinner Theater	-Phone-A-Thons	
-Trade Shows (Including: Antique, Art, Auto, Boat, Business, Craft, Dance, Fashion, Flower, Garden, Home, RV, Trade and Vacation)		

SECTION III: VOLUNTEERS

A. Volunteer Coverages

1. Currently, if covered by the PCT policy, volunteers are covered as a named insured for liability, i.e., for property damage, bodily injury and personal injury to a third party.
2. Non-public safety volunteers can now be afforded Workers' Compensation coverage by MACo WCT. (Refer to Section IV for more information.)

B. "Paid" Volunteers

1. A volunteer is not compensated. If a volunteer is paid a stipend or fee, that volunteer is an employee and therefore, should be employed as a temporary part-time employee.

C. "Contracted" Volunteers

1. Individual organizations contracted for services are independent contractors and should be required to provide Proof of Liability and Workers' Compensation coverage or a Workers' Compensation Exemption as issued by the Montana Department of Labor.

SECTION IV: ALL OTHER VOLUNTEERS

A. Goals

1. This information is to give county commissioners and volunteers, other than public safety volunteers, a clear understanding of when they are covered by workers' compensation insurance. Hopefully this will eliminate confusion as to who is covered, under what conditions and when.
2. The goals are to help the parties work together in a proactive manner and to keep accidents to the lowest level possible, in both frequency and severity. This guidance is not intended to dictate activities or to establish technicalities for the purpose of denying benefits. Compensation claims will be adjusted in accordance with the laws of the State of Montana, addressing when coverage applies and what benefits are paid.

B. Definitions

1. Coverage During Travel- When a volunteer is to participate in a pre-approved and supervised training or activity, coverage will begin when the volunteer arrives at the designated location. Coverage ends after the training session or activity is completed.
2. Training- to instruct; to bring into proper body condition; to undergo special drills
3. Training Plan- a brief, written outline of training activities and overall goals
4. Volunteer- a person who enters into service of his/her own free will; to offer or bestow voluntarily

C. Guidelines

1. For those counties insured under the MACo Workers' Compensation Trust, premiums for such coverage must be paid within the applicable due dates.
2. When a volunteer is engaged in an activity or training that is approved and supervised, the volunteered is covered for workers' compensation benefits. The supervisor decides which activity or training is approved. The approval must be in writing prior to the training or activity.